

## AGENDA

### COMMITTEE ON TRAFFIC/PUBLIC SAFETY

**February 1, 2005**  
**Aldermen Sysyn, Guinta,**  
**Smith, Forest, O'Neil**

**4:45 PM**  
**Aldermanic Chambers**  
**City Hall (3<sup>rd</sup> Floor)**

1. Chairman Sysyn calls the meeting to order.
2. The Clerk calls the roll.
3. Report of the Committee on Traffic/Public Safety recommending the Board approve a five-year agreement between the City of Manchester and Cameron Real Estate, Inc. for leasing parking spaces in the Victory Parking Garage.  
*(Note: referred back to Committee by the full Board on 01/25/2005.)*  
**Ladies and Gentlemen, what is your pleasure?**
4. If there is no further business, a motion is in order to adjourn.

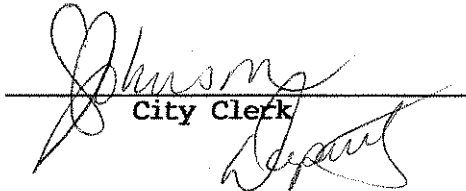
To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Traffic/Public Safety respectfully recommends, after due and careful consideration, that the Board approve a five-year agreement between the City of Manchester and Cameron Real Estate, Inc. for leasing parking spaces in the Victory Parking Garage.

January 25, 2005.

In Board of Mayor and Aldermen.

On motion of Alderman Shea, duly seconded by Alderman Lopez, it was voted to refer the report to the Committee on Traffic/Public Safety.

  
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City Clerk

Respectfully submitted,



Clerk of Committee

## AGREEMENT FOR PARKING SPACES

Agreement for parking spaces made this day of January, 2005 by and between the City of Manchester, New Hampshire (hereinafter "City") a body corporate and politic, with a primary address on One City Hall Plaza, Manchester, New Hampshire and Cameron Real Estate, Inc. (hereinafter "Cameron"), a Massachusetts corporation with an address of 400 Amherst Street, Ste. 202, Nashua, New Hampshire 03063.

1. Term. The term of this agreement is five (5) years commencing on January 21, 2005 and ending on January 20, 2010. Cameron shall have the option to extend this agreement for an additional five (5) year term from January 21, 2010 to January 20, 2015 upon written notice to the City given prior to January 20, 2010

2. Parking Spaces. During the term of this agreement the City will give Cameron first priority (as hereinafter defined) to lease on a monthly basis up to seventy (70) parking spaces in the Victory Parking Garage (hereinafter "Victory Garage") located at 25 Vine Street, Manchester, New Hampshire. All parking spaces leased at the Victory Garage by Cameron at the inception of this agreement shall be counted against its allotment of said 70 spaces. For purposes of this agreement "first priority" shall mean that any request for monthly parking spaces by Cameron (not to exceed a total of 70 spaces as provided herein) shall be granted prior to the granting of any other request by any other party for new, as opposed to continuing monthly leased parking spaces in the Garage; however, any parking spaces leased by tenants of 889 Elm Street independently (i.e. not specifically requested or authorized by Cameron pursuant to this agreement) at the Victory Garage shall not be included in said allotment of seventy (70) parking spaces. The parking spaces will be used exclusively for parking for tenants of the building located at 889 Elm Street, Manchester, New Hampshire. The spaces shall be used solely for the parking of motor vehicles and in accordance with parking and garage rules and regulations. Cameron's first priority is specifically subject to parking spaces being available for lease in the Victory Garage at the time Cameron makes a request for parking spaces. If there are not sufficient available parking spaces to meet Cameron's request then parking spaces shall be leased to Cameron, as they become available. Spaces already under lease to parties other than Cameron and spaces reserved for transient public parking within the garage, at the time that Cameron makes a request, shall not be considered as available.

3. Payment. Cameron or the tenant or person using the parking space shall pay the rate set forth in Manchester City Ordinance §70.57 A(2) or (3), as it may be amended or recodified from time to time, for each of the parking spaces Cameron leases pursuant paragraph 2 of this agreement. Payment by Cameron or the tenant or person using the parking space shall be made for the month, in advance, on or before the first day of each month. Failure of Cameron or the tenant or person using the parking space to make timely payment for the space as set forth in this section shall terminate Cameron's lease of said parking space; however, Cameron may make a first priority request for a parking space to replace the terminated parking space subject to the provisions and restrictions set forth in paragraph 2 of this agreement

4. Termination/Assignment. In the event of the partial or total destruction of the Victory Garage rendering the facility, or a portion thereof substantially unusable for parking or in the event of its sale to a third party, this Agreement for Parking Spaces may be terminated on ninety (90) days written notice to Cameron. Cameron may not assign, or otherwise transfer any rights under this agreement without the written consent of the City.

5. Notice. A notice under this agreement shall be sufficiently given or delivered, in hand, or by certified mail:

A) In the case of notice to the City to:  
Director  
Traffic Department  
480 Hayward Street  
Manchester, New Hampshire 03103

B) In the case of notice to Cameron to:  
Eliot W. Denault, III  
Cameron Real Estate, Inc.  
400 Amherst St., Ste 202  
Nashua, New Hampshire 03063

or to such other address as a party to this agreement may, from time to time, designate in writing and forward to the other party as provided in this section.

6. Binding Effect. This Agreement for Parking Spaces shall insure to the benefit and be binding upon the parties hereto and their respective successors and assigns.

7. Authority. Each person signing this Agreement for Parking Spaces certifies and represents that he is duly authorized and empowered to execute this agreement on behalf of this party for whom he signs, and that upon execution this agreement shall constitute a legal and binding obligation of the party for whom he signs.

IN WITNESS WHEREOF; the parties have caused their authorized representatives to sign this Agreement for Parking Spaces on the date first hereinabove written.

The City of Manchester

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Robert A. Baines  
Mayor

Cameron Real Estate, Inc.

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Eliot W. Denault, III  
President